

Memorandum

MIAMI-DADE
COUNTY

Date: April 3, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No.8(I)(2)

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Execution of an Interlocal Agreement for Stormwater Management between the City of Miami Gardens and the Miami-Dade County Stormwater Utility

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of an interlocal agreement for stormwater management between the City of Miami Gardens ("the City") and the Miami-Dade County Stormwater Utility. The term of this five (5) year agreement is from October 1, 2011 to September 30, 2016.

Scope

The City of Miami Gardens is in Commissioner Jordan's District 1.

Fiscal Impact/Funding Source

Under this agreement, the City of Miami Gardens shall reimburse the County up to \$341,016 annually in stormwater utility funds. For the five (5) year term of the agreement, the City of Miami Gardens' total will not exceed \$1,705,080. Funds received under this agreement will be deposited to Index Code PER2293MUN. Without this agreement, the County would be responsible for all costs.

Track Record/Monitor

The Stormwater Utility Section Manager within the Department of Permitting, Environment and Regulatory Affairs (PERA) will monitor this agreement.

Background

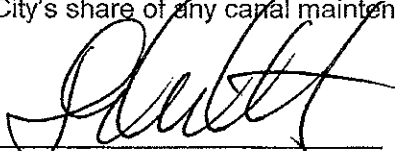
On June 18, 1991, the Board adopted Ordinance No. 91-66, creating the countywide Miami-Dade County Stormwater Utility and establishing a uniform approach to stormwater management in Miami-Dade County. Stormwater utility fees collected in Miami-Dade County provide the funding for stormwater management, which includes the construction, operation and maintenance of stormwater conveyance systems.

On October 17, 1995, the Board adopted Ordinance No. 95-195, giving municipalities the option to remain part of the Miami-Dade County Stormwater Utility or to create their own local stormwater utility to provide stormwater funding in accordance with Section 403, Florida Statutes. On June 22, 2005, the City of Miami Gardens Council adopted Resolution No. 2005-88-265, requesting exemption from the provisions of the Miami-Dade County Stormwater Utility. On March 6, 2007, under Resolution No. R-277-07, the Board exempted the City of Miami Gardens from the Miami-Dade County Stormwater Utility, allowing the City to create and manage its own stormwater utility. This exemption also allows stormwater utility fees collected within the City to be retained by the City and to be used to provide stormwater management services for the drainage structures that belong to the City.

County-owned canals that provide drainage service to the City of Miami Gardens and its residents remain the property and responsibility of the County. The costs to maintain the County's canals that provide a drainage benefit to the City can be shared between the County and the City through an interlocal agreement.

On December 13, 2006, the City of Miami Gardens Council adopted Resolution No. 2006-152-498, approving a five (5) year interlocal agreement with the Miami-Dade County Stormwater Utility, which established relationships and responsibilities for the operation, maintenance, and cost-sharing of stormwater systems shared by the City and the County. The term of that agreement was from October 1, 2006 to September 30, 2011. On January 25, 2012, the City of Miami Gardens Council adopted Resolution No. 2012-13-1608, approving a new five (5) year interlocal agreement to replace the expired agreement. The proposed interlocal agreement is attached as Exhibit A and is recommended for approval. Similar interlocal agreements are currently in effect between the County and ten (10) other municipalities.

The term of the proposed interlocal agreement is October 1, 2011 to September 30, 2016, replacing the previous five (5) year agreement that expired September 30, 2011. The October 1, 2011 start date was agreed to for ease of budgeting, tracking, invoicing, and other tasks related to the fiscal year period. Under the proposed agreement, the City of Miami Gardens will reimburse Miami-Dade County for the City's share of any canal maintenance costs incurred by the County after October 1, 2011.



Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: April 3, 2012


FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(I)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(2)
4-3-12

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF
MIAMI GARDENS AND THE MIAMI-DADE COUNTY
STORMWATER UTILITY FOR STORMWATER
MANAGEMENT; AND AUTHORIZING THE MAYOR OR
MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL
PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the Mayor or Mayor's designee to execute the interlocal agreement between the City of Miami Gardens and the Miami-Dade County Stormwater Utility for stormwater management responsibilities and the use of applicable funds for stormwater management work by the City of Miami Gardens and the Miami-Dade County Stormwater Utility in shared stormwater drainage systems near or within the boundaries of the City of Miami Gardens, commencing October 1, 2011, and expiring September 30, 2016, in substantially the form attached hereto, and made a part hereof; and authorizes the Mayor or Mayor's designee to execute amendments to this agreement that are reasonably necessary to implement the intent of this agreement; and authorizes the Mayor or Mayor's designee to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of April, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

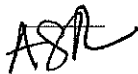
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell





**FIVE (5) YEAR
INTERLOCAL AGREEMENT**

between

**THE CITY OF MIAMI GARDENS
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY
FOR
STORMWATER MANAGEMENT**

MIAMI-DADE COUNTY
STORMWATER UTILITY (305) 372-6656
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT
701 NORTHWEST FIRST COURT, SUITE 400
MIAMI, FL 33136



**FIVE (5) YEAR
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF MIAMI GARDENS (CITY)
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)
FOR STORMWATER MANAGEMENT**

THIS FIVE (5) YEAR INTERLOCAL AGREEMENT, [the "Agreement"] by and between the Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "UTILITY"], and the City of Miami Gardens, a Florida Municipal Corporation, through its governing body, the Miami Gardens City Council of the City of Miami Gardens, Florida [hereinafter sometimes referred to as "CITY"], is entered into as follows:

WITNESSETH

WHEREAS, Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility [hereinafter referred to as the "UTILITY"], and which UTILITY may operate within a municipality or municipalities; and

WHEREAS, it is the intent of the UTILITY and the CITY, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the CITY and the UTILITY; and

WHEREAS, the UTILITY and the CITY recognize that there are operating costs, as well as benefits, associated with maintaining shared stormwater drainage systems; and

WHEREAS, the UTILITY and the CITY want to share these costs in proportion to the drainage area, the service provided, and the benefits received,

Now, therefore, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

ARTICLE I PURPOSES

The UTILITY and the CITY enter into this Agreement to further the following purposes:

- (1) to protect and promote the public health, safety, and general welfare through the management of stormwater run-off;
- (2) to maintain and improve water quality and preserve and enhance the environmental quality of the receiving waters;
- (3) to control flooding that results from rainfall events;
- (4) to deter unmanaged rainwater from eroding sandy soils and causing sedimentation;
- (5) to deter the disruption of the habitat of aquatic plants and animals;
- (6) to promote intergovernmental cooperation in effectively and efficiently managing stormwater run-off;
- (7) to maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with the approved plans. These include maintaining canals, and any required maintenance of flow control structures and stormwater pump stations and their mechanical and electrical components; maintaining stormwater systems as determined by conditions of the system, prevailing environmental conditions, and the level of service established.
- (8) to provide a mechanism for the UTILITY and the CITY to share and allocate the cost of maintaining and repairing shared stormwater drainage systems as stated in (7), above.

ARTICLE II DEFINITIONS

Agreement shall mean this document, including any written amendments, attachments, and other written documents, which are expressly incorporated by reference.

Stormwater Management Plans shall mean stormwater management plans developed by both the CITY and by the UTILITY, to meet the required level of service as established in their respective stormwater management programs or master plan pursuant to Florida Statute 403.0891.

City Stormwater Utility Budget shall mean the CITY's developed and approved fiscal year budget which includes a component for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the CITY's Stormwater Management Plans.

Utility Stormwater Budget shall mean the UTILITY's developed and approved fiscal year budget for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the Utility's Approved Plans.

Shared Stormwater Drainage System shall mean that portion of the drainage system owned by either the CITY or the UTILITY to which both the CITY and the UTILITY contribute stormwater runoff and which is further identified in Attachment "A".

Costs allocable to the City shall mean those portions of the actual maintenance and operating outlays budgeted by the UTILITY in its yearly budget process, which are allocated to the CITY based on the CITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the UTILITY.

Costs allocable to the Utility shall mean those portions of the actual maintenance and operating outlays budgeted by the CITY in its yearly budget process, which are allocated to the UTILITY based on the UTILITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the CITY.

Operating Outlays shall mean expenses budgeted by the CITY and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered reoccurring expenses to sustain yearly stormwater drainage operations.

Capital Outlays shall mean expenses budgeted by the CITY and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered non-reoccurring and producing a long term benefit to the users. The yearly charges allocable to the CITY or to the UTILITY shall be that amount prorated, plus interest charges and administrative fees, for no longer than the calculated useful life of the capitalized item in no case exceeding 20 years. A separate Interlocal Agreement is required for any approved Capital Outlays that may be amortized beyond the life of this Agreement.

Fiscal Year shall mean the period beginning on October 1 and ending on September 30 of the following year.

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subcontractors, third-party contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

Maintenance is defined by, and limited to, the tasks listed in the Attachment "B" or other related stormwater drainage tasks agreed to by both parties' Project Managers.

Project Manager shall mean the persons designated by the CITY and by the UTILITY to serve as the representative of each for the purposes of exchanging communications and to issue and receive directives pursuant to and within the powers provided under this Agreement.

Written notice shall mean written communication between the Project Managers.

ARTICLE III STATEMENT OF WORK

The CITY AND the UTILITY shall fully and timely perform all work tasks described in this Statement of Work:

The CITY shall maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with this Agreement and the CITY's stormwater management plan. The CITY shall be responsible for maintaining aesthetic conditions only on canals and other water bodies within the CITY's boundary by providing for litter and minor debris removal as needed, flat and slope mowing, culvert cleaning above water, and tree maintenance (in accordance with Chapter 24, Section 24-49 of Miami-Dade County Environmental Protection Code of Ordinances) on the canal Right-of-Way, and at no cost to the County.

The UTILITY shall maintain, repair, and enhance shared stormwater management systems located within the limits of the drainage service areas in accordance with Attachment "A" and Attachment "B".

The CITY's relative stormwater runoff contribution to the UTILITY's shared drainage system and the UTILITY's relative stormwater runoff contribution to the shared drainage system is depicted in Attachment "A".

ARTICLE IV TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of five (5) years commencing on October 1, 2011 and ending on September 30, 2016, provided, however, either party may terminate this Agreement without cause prior to the expiration date upon one (1) year's advance written notice to the other party of its decision to terminate this Agreement.

ARTICLE V CITY AND UTILITY RESPONSIBILITIES

A. Upon the request of either the CITY or the UTILITY, each shall share information in matters related to operations, maintenance, design and construction costs and cost allocation determinations associated with shared drainage systems.

B. The CITY and the UTILITY shall provide notice to each other, as provided, in this Agreement designating their respective Project Manager. Each shall promptly notify each other of any change in the Project Manager designation by written notice as specified in this Agreement.

C. Commencing with fiscal year 2011-2012, and after approval of the Agreement, the costs allocable to the CITY and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems are included in this Agreement and presented as described in Attachment "B". Estimated total expenditures for the five (5) year term of this Agreement are also included and shall not be exceeded.

D. The tasks and levels of service set forth in Attachment "B" may be adjusted by the UTILITY with prior notice to the CITY due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded. The CITY may also request modifications to the tasks or level of services set forth in Attachment "B". Any such work requested by the CITY shall commence within reasonable time after the request has been made to the UTILITY. If the tasks and level of service must be adjusted in such a manner that the annual estimated expenditure will be exceeded in any given year, then prior written approval by both parties' Project Managers must be obtained. However, the total five-year cost of the Agreement shall not be exceeded.

E. Payments by the CITY are to be made within 30 days after the bill presentation. In the event of a dispute on the billed amount, the CITY may notify the UTILITY of the nature of the dispute and the UTILITY shall make arrangements for the pertinent records to be made available for inspection by the CITY, as indicated under Article V (H) of this Agreement. Upon resolution of the dispute, payments by the CITY are to be made within 30 days. In the event of an overpayment by the CITY, the UTILITY shall reimburse the CITY within 30 days after verification of the overpayment by the UTILITY.

F. The CITY and the UTILITY shall maintain financial records pertaining to this Agreement for 5 years after the expiration of this Agreement, and shall make them available for inspection and copying at the place where the records are maintained within a reasonable time after receiving a records request.

G. The CITY and the UTILITY shall each be responsible for procuring independently all necessary permits in the performance of their respective work under this Agreement.

H. The CITY and the UTILITY shall each comply with all applicable regulations, ordinances and laws in effect in the performance of this Agreement.

I. The UTILITY will provide a tentative yearly maintenance schedule at the beginning of each fiscal year, and quarterly reports during the fiscal year to the CITY. As an update to the yearly maintenance schedule, the UTILITY will coordinate (via e-mail or telephone) with the CITY within 48 hours prior to commencing work in the CITY. The UTILITY contact for maintenance activities will be the Chief of Miami-Dade County Public Works and Waste Management Department's Road, Bridge, Canal, and Mosquito Control Division.

ARTICLE VI COMPENSATION/CONSIDERATION

A. It is the intent and understanding of the parties that this Agreement is solely for the CITY and the UTILITY. No person or entity other than the CITY or the UTILITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

ARTICLE VII DEFAULT

CITY Event of Default

Without limitation, the failure by the CITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "CITY event of default". The UTILITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the UTILITY determines that a CITY event of default has occurred, the UTILITY shall provide written notice of such default to the CITY and allow the CITY a thirty (30) calendar day period to rectify the "CITY event of default".

In the event that the UTILITY determines that the CITY event of default has not been rectified, the UTILITY shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the CITY are terminated, effective upon such date as is designated by the UTILITY.

2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

UTILITY Event of Default

Without limitation, the failure by the UTILITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "UTILITY event of default". The CITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the CITY determines that a UTILITY event of default has occurred, the CITY shall provide written notice of such default to the UTILITY and allow the UTILITY a thirty (30) calendar day period to rectify the "UTILITY event of default".

In the event that the CITY determines that the UTILITY event of default has not been rectified, the CITY shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the UTILITY are terminated, effective upon such date as is designated by the CITY.

2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

ARTICLE VIII GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The UTILITY and the CITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

ARTICLE IX ENTIRETY OF AGREEMENT

The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

ARTICLE X HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE XI RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reasons of this Agreement.

ARTICLE XII REPRESENTATION OF CITY

The CITY represents that this Agreement has been duly authorized, executed and delivered by the City Council of the City of Miami Gardens, as the governing body of the CITY and it has the required power and authority to perform this Agreement and has granted the City Manager or the City Manager's Designee the required power and authority to perform this Agreement.

ARTICLE XIII REPRESENTATION OF UTILITY

The UTILITY represents that this Agreement has been duly approved, executed and delivered by the Board of County Commissioners, as the governing body of the UTILITY, and it has granted the Miami-Dade County Mayor or the Mayor's Designee the required power and authority to perform this Agreement.

ARTICLE XIV WAIVER

There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

ARTICLE XV INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

ARTICLE XVI INDEPENDENT CONTRACTOR

The CITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the UTILITY. CITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons

performing the same, and CITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

The UTILITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the CITY. UTILITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and UTILITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Nothing in this Agreement shall be construed as creating a partnership or joint venture between the UTILITY and the CITY.

ARTICLE XVII INDEMNIFICATION

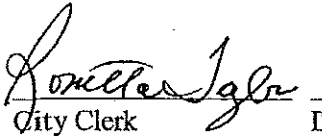
The CITY shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the UTILITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CITY or its employees, agents, servants, partners, principals or subcontractors. CITY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the UTILITY, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the CITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$100,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the CITY arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the CITY.

The UTILITY does hereby agree to indemnify and hold harmless the CITY to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the UTILITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$100,000, or any claim or judgements or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the UTILITY. However, nothing herein shall be deemed to indemnify the CITY from any liability or claim arising out of the negligent performance or failure of performance of the CITY or any unrelated third party.

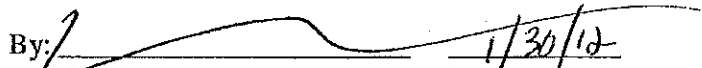
IN WITNESS THEREOF, the parties hereto through their duly authorized representatives hereby execute this Agreement.

Attest:

CITY OF MIAMI GARDENS, FLORIDA
1515 NW 167 Street Bldg. 5, Suite 200
Miami Gardens, FL 33169
Attn: Dr. Danny O. Crew, City Manager
(305) 622-8007

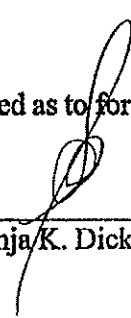

City Clerk Date 1/30/12

Authorized signature on behalf
of the City of Miami Gardens, Florida.

By: 
City Manager Date 1/30/12

MIAMI-DADE COUNTY BOARD OF COUNTY
COMMISSIONERS, FLORIDA AS GOVERNING
BODY OF THE MIAMI-DADE COUNTY
STORMWATER UTILITY

Approved as to form and legal sufficiency



Sonja K. Dickens, City Attorney

By: _____
Mayor or Mayor's Date
Designee

Stephen P. Clark Center
111 N.W. 1 Street
Miami, Florida 33128

HARVEY RUVIN, CLERK
Attest:

By: _____
Deputy Clerk Date

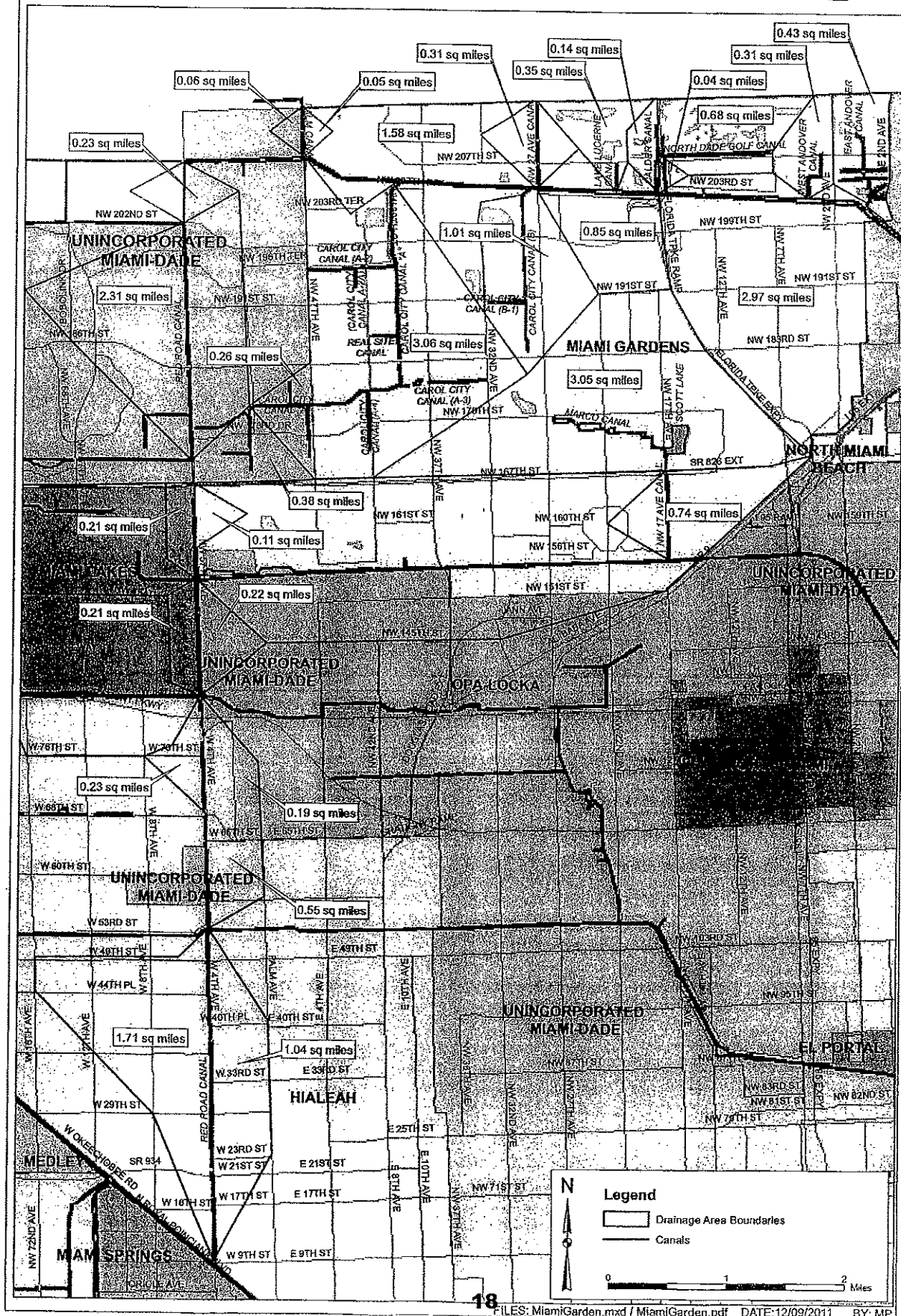
ATTACHMENT "A.1"

CITY OF MIAMI GARDENS
CANAL DRAINAGE AREAS % SHARE TABLE

<u>CANAL</u>	<u>DRAINAGE AREAS (SQ MILE)</u>	<u>% SHARE</u>
RED ROAD CANAL		
1. Miami Gardens	0.11	2%
2. Hialeah	3.53 (1.71+1.04+0.55+0.23)	50%
3. Miami-Dade County	2.95 (0.19+0.22+2.31+0.23)	42%
4. Miami Lakes	0.42 (0.21+0.21)	6%
PALM CANAL		
1. Miami Gardens	0.05	45%
2. Miami-Dade County	0.06	55%
<u>CANAL LAKE</u>	<u>FULLY ENCLOSED</u>	<u>% SHARE</u>
CAROL CITY CANALS "A " (A, A2, A2A, A3, A4) & CANALS "B" (B, B1)		100%
ANDOVER EAST CANAL		100%
ANDOVER WEST CANAL		100%
CALDER CANAL		100%
LAKE LUCERNE CANAL		100%
MARCO CANAL		100%
NORTH DADE GOLF CANAL		100%
NW 17 AVENUE CANAL		100%
NW 27 AVENUE CANAL		100%
REAL SITE CANAL		100%
SCOTT LAKE		100%



CITY OF MIAMI GARDENS CANALS AND DRAINAGE AREAS



ATTACHMENT “B”

Five (5) Year Cost Share Table

(see attached exhibit)

ATTACHMENT "B"

CITY OF MIAMI GARDENS
Canal Maintenance Proposed Costs FY 2011/12 - 2015/16

Selected level of service shown shaded

Culvert Cleaning - Above Water

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
* ANDOVER EAST	\$0	\$0	\$0	\$0	100	\$0
* ANDOVER WEST	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A2	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A2A	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A3	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A4	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY B	\$0	\$0	\$0	\$0	100	\$0
* LAKE LUCERNE	\$0	\$0	\$0	\$0	100	\$0
* MARCO	\$0	\$0	\$0	\$0	100	\$0
* N. DADE GOLF	\$0	\$0	\$0	\$0	100	\$0
* N.W. 17 AVE.	\$0	\$0	\$0	\$0	100	\$0
* N. W. 27 AVE.	\$0	\$0	\$0	\$0	100	\$0
RED ROAD	\$3,100	\$6,200	\$9,300	\$12,400	2	\$124
sub-total	\$3,100	\$6,200	\$9,300	\$12,400		\$ 124

City's Annual Cost at Selected Level of Service (2 cycles)

\$ 124

Culvert Cleaning - Below Water

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
ANDOVER EAST	\$450	\$900	\$1,350	\$1,800	100	\$450
ANDOVER WEST	\$300	\$600	\$900	\$1,200	100	\$300
CAROL CITY A	\$1,200	\$2,400	\$3,600	\$4,800	100	\$1,200
CAROL CITY A2	\$400	\$800	\$1,200	\$1,600	100	\$400
CAROL CITY A3	\$400	\$800	\$1,200	\$1,600	100	\$400
CAROL CITY A4	\$1,100	\$2,200	\$3,300	\$4,400	100	\$1,100
CAROL CITY B	\$400	\$800	\$1,200	\$1,600	100	\$400
LAKE LUCERNE	\$800	\$1,600	\$2,400	\$3,200	100	\$800
MARCO	\$1,000	\$2,000	\$3,000	\$4,000	100	\$1,000
N.W. 17 AVE.	\$500	\$1,000	\$1,500	\$2,000	100	\$500
N. W. 27 AVE.	\$1,500	\$3,000	\$4,500	\$6,000	100	\$1,500
RED ROAD	\$52	\$5,200	\$7,800	\$10,400	2	\$52
sub-total	\$10,650	\$21,300	\$31,950	\$42,600		\$ 8,102

City's Annual Cost at Selected Level of Service (1 cycle)

\$ 8,102

Mechanical Harvesting (submerged, emergent, and bank areas treated)

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
CAROL CITY A	\$25,000	\$50,000	\$75,000	\$100,000	100	\$75,000
CAROL CITY A2	\$2,600	\$5,200	\$7,800	\$10,400	100	\$7,800
CAROL CITY A2A	\$1,500	\$3,000	\$4,500	\$6,000	100	\$4,500
CAROL CITY A3	\$3,200	\$6,400	\$9,600	\$12,800	100	\$9,600
CAROL CITY A4	\$2,700	\$5,400	\$8,100	\$10,800	100	\$8,100
CAROL CITY B	\$7,900	\$15,800	\$23,700	\$31,600	100	\$23,700
CAROL CITY B1	\$3,300	\$6,600	\$9,900	\$13,200	100	\$9,900
REAL SITE	\$2,400	\$4,800	\$7,200	\$9,600	100	\$7,200
RED ROAD	\$29,600	\$59,200	\$88,800	\$118,400	2	\$2,368
sub-total	\$78,200	\$156,400	\$234,600	\$312,800		148,168

City's Annual Cost at Selected Level of Service (3 cycles)

148,168

ATTACHMENT "B"

CITY OF MIAMI GARDENS
Canal Maintenance Proposed Costs FY.2011/12 - 2015/16

Chemical Treatment (submerged, emergent, and bank areas treated)

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
ANDOVER EAST	\$2,300	\$4,600	\$6,900	\$9,200	100	\$9,200
ANDOVER WEST	\$2,700	\$5,400	\$8,100	\$10,800	100	\$10,800
CALDER	\$800	\$1,600	\$2,400	\$3,200	100	\$3,200
CAROL CITY A	\$14,000	\$28,000	\$42,000	\$56,000	100	\$56,000
CAROL CITY A2	\$1,600	\$3,200	\$4,800	\$6,400	100	\$6,400
CAROL CITY A2A	\$600	\$1,200	\$1,800	\$2,400	100	\$2,400
CAROL CITY A3	\$1,100	\$2,200	\$3,300	\$4,400	100	\$4,400
CAROL CITY A4	\$900	\$1,800	\$2,700	\$3,600	100	\$3,600
CAROL CITY B	\$5,200	\$10,400	\$15,600	\$20,800	100	\$20,800
CAROL CITY B1	\$900	\$1,800	\$2,700	\$3,600	100	\$3,600
LAKE LUCERNE	\$900	\$1,800	\$2,700	\$3,600	100	\$3,600
MARCO	\$2,200	\$4,400	\$6,600	\$8,800	100	\$8,800
N. DADE GOLF	\$2,400	\$4,800	\$7,200	\$9,600	100	\$9,600
N.W. 17 AVE.	\$2,800	\$5,600	\$8,400	\$11,200	100	\$11,200
N. W. 27 AVE.	\$1,300	\$2,600	\$3,900	\$5,200	100	\$5,200
PALM	\$1,700	\$3,400	\$5,100	\$6,800	45	\$3,060
REAL SITE	\$800	\$1,600	\$2,400	\$3,200	100	\$3,200
RED ROAD	\$3,800	\$7,600	\$11,400	\$15,200	2	\$304
SCOTT LAKE	\$1,200	\$2,400	\$3,600	\$4,800	100	\$4,800
sub-total	\$47,200	\$94,400	\$141,600	\$188,800		\$ 170,164

City's Annual Cost at Selected Level of Service (4 cycles)

\$ 170,164

Obstruction Removal (contingency)

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
17 CANALS	\$10,710	\$21,420	\$32,130	\$42,840	100	\$10,710
PALM	\$330	\$1,260	\$1,890	\$2,520	45	\$284
RED ROAD	\$600	\$1,260	\$1,890	\$2,520	2	\$13
sub-total	\$11,970	\$23,940	\$35,910	\$47,880		\$ 11,006

City's Annual Cost at Selected Level of Service (1 cycle)

\$ 11,006

ATTACHMENT "B"

CITY OF MIAMI GARDENS Canal Maintenance Proposed Costs FY 2011/12 - 2015/16

Mowing - Slope

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
* CAROL CITY A	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A2	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A2A	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A3	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A4	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY B	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY B1	\$0	\$0	\$0	\$0	100	\$0
* LAKE LUCERNE	\$0	\$0	\$0	\$0	100	\$0
* NW 17 AVE	\$0	\$0	\$0	\$0	100	\$0
* NW 27 AVE	\$0	\$0	\$0	\$0	100	\$0
PALM	\$1,000	\$2,000	\$3,000	\$4,000	45	\$1,800
RED ROAD	\$2,800	\$5,600	\$8,400	\$11,200	2	\$224
sub-total	\$3,800	\$7,600	\$11,400	\$15,200		\$2,024

City's Annual Cost at Selected Level of Service (4 cycles)

\$ 2,024

Mowing - Flat

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
* CAROL CITY A	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A2	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A2A	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A3	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY A4	\$0	\$0	\$0	\$0	100	\$0
* CAROL CITY B	\$0	\$0	\$0	\$0	100	\$0
* LAKE LUCERNE	\$0	\$0	\$0	\$0	100	\$0
* NW 17 AVE	\$0	\$0	\$0	\$0	100	\$0
PALM	\$700	\$1,400	\$2,100	\$2,800	45	\$1,260
RED ROAD	\$2,100	\$4,200	\$6,300	\$8,400	2	\$168
sub-total	\$2,800	\$5,600	\$8,400	\$11,200		\$1,428

City's Annual Cost at Selected Level of Service (4 cycles)

\$ 1,428

TOTAL ANNUAL COST

\$508,220

MDC STORMWATER UTILITY ANNUAL COST

\$167,204

MDC STORMWATER UTILITY 5-YEAR COST

\$836,020

MIAMI GARDENS MAXIMUM ANNUAL COST

\$341,016

MIAMI GARDENS MAXIMUM 5-YEAR COST

\$1,705,081

Notes: Estimates based on recent actual expenditures

Does not include aesthetic cleaning such as debris or litter removal

* To be performed by the City at no cost to the County

Four cycles of Mechanical Harvesting are proposed for Red Road Canal

RESOLUTION NO. 2012-13-1608

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY STORMWATER UTILITY FOR THE MAINTENANCE OF SHARED STORMWATER SYSTEMS, FOR A FIVE (5) YEAR TERM, AT A COST TO THE CITY IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FORTY-ONE THOUSAND, SIXTEEN DOLLARS (\$341,016.00), ANNUALLY; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Miami Gardens adopted Ordinance No. 2006-25-106, establishing a Stormwater Management Utility Program, and

WHEREAS, thereafter, the City and Miami-Dade County executed a cost sharing Interlocal Agreement for the maintenance of shared stormwater drainage systems located within the City's boundaries, and

WHEREAS, the parties desire to renew the initial Interlocal Agreement for an additional five (5) year term, at a cost to the City in an amount not to exceed Three Hundred Forty-One Thousand, Sixteen Dollars (\$341,016.00), annually, and

WHEREAS, Miami-Dade County requests that the Interlocal Agreement be executed retroactively to October 1, 2011 to include the current fiscal year,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and the City Clerk to execute and attest,

Resolution No. 2012-13-1608

respectively that certain Interlocal Agreement with Miami-Dade County Stormwater Utility for the maintenance of shared stormwater systems, for a five (5) year term, at a cost to the City in an amount not to exceed Three Hundred Forty-One Thousand, Sixteen Dollars (\$341,016.00), annually; a copy of which is attached hereto as Exhibit "A".

Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement with one (1) to be maintained by the City, and two (2) to be delivered to Miami-Dade County, Florida.

Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JANUARY 27, 2012.

Signed Shirley Gibson
SHIRLEY GIBSON, MAYOR

ATTEST:

Signed Ronetta Taylor
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

Moved by: Councilman Gilbert
Second by: Councilman David Williams Jr.

VOTE: 6-0

Mayor Shirley Gibson
Vice Mayor Aaron Campbell, Jr.
Councilman David Williams Jr
Councilwoman Lisa Davis
Councilman Oliver Gilbert, III
Councilwoman Felicia Robinson
Councilman Andre' Williams

X (Yes)
 (Yes)
X (Yes)
X (Yes)
X (Yes)
X (Yes)
X (Yes)

 (No)
 (No) (recused)
 (No)
 (No)
 (No)
 (No)
 (No)

State of Florida
County of Miami-Dade

CERTIFICATION

I, the undersigned, duly appointed City Clerk of the City of Miami Gardens, Florida, hereby certify that the attached is a true and correct copy of RES 2012-13-1608 as shown in the records of the city on file in the office of the city clerk.

Witness, my hand and the corporate seal of the city of Miami Gardens, Florida, this 30th day of 2012.

M. Butcher
DEPUTY City Clerk
City of Miami Gardens, Florida